



## Replacing Lost Public Sector Revenue

The Coronavirus State and Local Fiscal Recovery Funds provide needed fiscal relief for recipients that have experienced revenue loss due to the onset of the COVID-19 public health emergency. Specifically, SLFRF funding may be used to pay for “government services” in an amount equal to the revenue loss experienced by the recipient due to the COVID-19 public health emergency.

Government services generally include any service traditionally provided by a government, including construction of roads and other infrastructure, provision of public safety and other services, and health and educational services. Funds spent under government services are subject to streamlined reporting and compliance requirements.

In order to use funds under government services, recipients should first determine revenue loss. They may, then, spend up to that amount on general government services.

### DETERMINING REVENUE LOSS

Recipients have two options for how to determine their amount of revenue loss. Recipients must choose one of the two options and cannot switch between these approaches after an election is made.

- 1. Recipients may elect a “standard allowance” of \$10 million to spend on government services through the period of performance.**

Under this option, which is newly offered in the final rule Treasury presumes that up to \$10 million in revenue has been lost due to the public health emergency and recipients are permitted to use that amount (not to exceed the award amount) to fund “government services.” The standard allowance provides an estimate of revenue loss that is based on an extensive analysis of average revenue loss across states and localities, and offers a simple, convenient way to determine revenue loss, particularly for SLFRF’s smallest recipients.

All recipients may elect to use this standard allowance instead of calculating lost revenue using the formula below, including those with total allocations of \$10 million or less. Electing the standard allowance does not increase or decrease a recipient’s total allocation.

- 2. Recipients may calculate their actual revenue loss according to the formula articulated in the final rule.**

Under this option, recipients calculate revenue loss at four distinct points in time, either at the end of each calendar year (e.g., December 31 for years 2020, 2021, 2022, and 2023) or the end of each fiscal year of the recipient. Under the flexibility provided in the final rule, recipients can choose whether to use calendar or fiscal year dates but must be consistent throughout the period of performance. Treasury has also provided several adjustments to the definition of general revenue in the final rule.

To calculate revenue loss at each of these dates, recipients must follow a four-step process:

**2021-2022 FY****2020-2021 FY****2019-2020**

<b>FUND</b>	REVENUES	REVENUES	
General	\$ 3,316,259.58	\$ 2,729,445.99	\$ 2,957,446.44
Water	\$ 1,421,624.70	\$ 1,248,848.30	\$ 1,354,492.10
WasteWater	\$ 1,233,847.37	\$ 1,043,712.71	\$ 1,034,120.79
Sanitation	\$ 637,662.42	\$ 634,799.07	\$ 609,307.06
	\$ 6,609,394.07	\$ 5,656,806.07	\$ 5,955,366.39
	\$952,588.00	(\$298,560.32)	



## Water & Sewer Infrastructure

The Coronavirus State and Local Fiscal Recovery Funds may be used to make necessary investments in water and sewer infrastructure. State, local, and Tribal governments have a tremendous need to address the consequences of deferred maintenance in drinking water systems and removal, management, and treatment of sewage and stormwater, along with additional resiliency measures needed to adapt to climate change.

Recipients may undertake the eligible projects below:

### PROJECTS ELIGIBLE UNDER EPA'S CLEAN WATER STATE REVOLVING FUND (CWSRF)

Eligible projects under the CWSRF, and the final rule, include:

- ✓ Construction of publicly owned treatment works
- ✓ Projects pursuant to implementation of a nonpoint source pollution management program established under the Clean Water Act (CWA)
- ✓ Decentralized wastewater treatment systems that treat municipal wastewater or domestic sewage
- ✓ Management and treatment of stormwater or subsurface drainage water
- ✓ Water conservation, efficiency, or reuse measures
- ✓ Development and implementation of a conservation and management plan under the CWA
- ✓ Watershed projects meeting the criteria set forth in the CWA
- ✓ Energy consumption reduction for publicly owned treatment works
- ✓ Reuse or recycling of wastewater, stormwater, or subsurface drainage water
- ✓ Security of publicly owned treatment works

Treasury encourages recipients to review the EPA handbook for the [CWSRF](#) for a full list of eligibilities.

### PROJECTS ELIGIBLE UNDER EPA'S DRINKING WATER STATE REVOLVING FUND (DWSRF)

Eligible drinking water projects under the DWSRF, and the final rule, include:

- ✓ Facilities to improve drinking water quality
- ✓ Transmission and distribution, including improvements of water pressure or prevention of contamination in infrastructure and lead service line replacements
- ✓ New sources to replace contaminated drinking water or increase drought resilience, including aquifer storage and recovery system for water storage
- ✓ Green infrastructure, including green roofs, rainwater harvesting collection, permeable pavement
- ✓ Storage of drinking water, such as to prevent contaminants or equalize water demands
- ✓ Purchase of water systems and interconnection of systems
- ✓ New community water systems

Treasury encourages recipients to review the EPA handbook for the [DWSRF](#) for a full list of eligibilities.

*Coronavirus State & Local Fiscal Recovery Funds: Overview of the Final Rule*

## How to Use This Paper

- The paper is organized into project categories. Use the table of contents to quickly navigate to the category of interest. Some activities are relevant to more than one project category; however, each activity is only discussed once to avoid repetition. In these situations, there are references to the other relevant sections of the paper.

### **Water Conservation**

Eligible water conservation projects are those that reduce the demand for POTW capacity through reduced water consumption (i.e., water efficiency). Water reuse and precipitation harvesting are also eligible. Water audits and water conservation plans that are reasonably expected to result in a capital project are also eligible (see *Planning/Assessments and Monitoring*).

- Examples of eligible projects for a given project category are organized into call out boxes.

Water Efficiency	Water Reuse and Precipitation Harvesting
<ul style="list-style-type: none"><li>• Water meters</li><li>• Plumbing fixture retrofits or replacement</li><li>• Water efficient appliances</li><li>• Water efficient irrigation equipment (e.g., moisture and rain sensing equipment)</li><li>• Education programs</li><li>• Incentive programs (e.g., rebates for installing rain barrels or permeable surfaces)</li></ul>	<ul style="list-style-type: none"><li>• Collection and treatment systems (e.g., wastewater, stormwater, and subsurface drainage water collection and treatment)</li><li>• Distribution lines to support water reuse and the use of harvested precipitation</li><li>• Transmission lines, injection wells, and green infrastructure infiltration systems for groundwater recharge</li><li>• Equipment to reuse reclaimed water</li><li>• Direct potable reuse</li></ul>

- The nuances of when projects are eligible based on ownership, regulatory status, and type of borrower are provided in the bulleted list. Information within each project category is organized by eligibility. Because there is overlap between many of the eligibilities, projects are only listed as eligible under the most specific authority to avoid repetition.

#### Assistance may be provided:

- to any municipality or intermunicipal, interstate, or State agency for publicly owned water conservation projects. *Section 603(c)(1)*
- to any borrower for water conservation projects that implement a Section 319 NPS management program. *Section 603(c)(2)*
- to any borrower for water conservation projects that implement a Section 320 CCMP. *Section 603(c)(3)*
- to any borrower for water conservation projects that recapture stormwater or subsurface drainage water. *Section 603(c)(5)*
- to any municipality or intermunicipal, interstate, or State agency for water conservation projects that reduce the demand for POTW capacity. *Section 603(c)(6)*
- to any municipality or municipal entity for stormwater BMPs in municipal separate storm sewers (MS4s) for the purpose of demonstrating and determining controls that are cost-effective and use innovative technologies. *Section 603(c)(7)*
- to any municipality or municipal entity for efforts of municipalities and property owners to develop or implement watershed partnerships to address nonpoint sources of pollution. *Section 603(c)(7)*
- to any borrower for projects to reuse or recycle wastewater, stormwater, or subsurface drainage water. This includes recycling of nutrient and organic content (e.g., privately owned CHP). *Section 603(c)(9)*
- to any qualified nonprofit entity to assist owners and operators of small and medium POTWs with water conservation projects. This includes construction activities as well as activities necessary to plan, develop, and obtain financing for CWSRF-eligible projects. *Section 603(c)(11)*



May 25, 2023

City of Taft  
PO Box 416  
Taft, TX 78390

Dear Molly Topper,

Thank you for your partnership with the Pool this year. We have some important news to share with you. We are changing our name to **Texas Health Benefits Pool (TX Health Benefits Pool)**.

Why are we changing our name? The Pool was started over 40 years ago to help municipalities find comprehensive coverage at an affordable rate. Over these 40 years, the Pool has expanded to offer coverage to other political subdivisions and government agencies, not just municipalities. As our mission grew, our name didn't fully reflect that, and we recognized the need to change our name to encompass *all* the Texas public employees we serve.

**TX Health Benefits Pool** is still governed by the same Board of Directors, led by current and former public officials who look out for the best interests of our member groups. You will work with the same staff members who have supported you until now. Most importantly you will continue to have the same protections that the Pool has provided you, your employees, and their families for many years. As we make this name change, we are recommitting to our 44-year-long promise to provide quality healthcare benefits at an exceptional value for our nearly 50,000 members. *We are changing our name — not our purpose.*

## Benefit Changes for the Upcoming Plan Year

**Mental Health Parity** – In compliance with the federal Mental Health Parity law, TML Health will now offer mental/behavioral health and substance abuse coverage with no limits on the number of treatments. Certain treatments, such as inpatient admissions, may be subject to prior authorization.

**Deer Oaks EAP and Wondr Health** – Effective 10/01/23, Deer Oaks EAP, and Wondr Health will no longer be offered. After careful consideration, the Board determined that the cost of these programs far outweighed the benefits to the Pool and our members. Utilization of these programs was very low.

There are also some booklet updates for benefit and eligibility that we will communicate to you in a webinar in the coming weeks. Please be on the lookout for a save the date and invite to attend the webinar which will include details for these important updates.

## Plan Options

There are plan options we can share with you to help reduce the impact of the projected rate increase you have received, please reach out to your Account Executive, Victor Diaz at 512-719-6793 for assistance. They will be able to consult with you on reviewing the healthcare options available for you which can fit your budget. Also, if it is available in your area, they can also talk to you about the savings that can be achieved by looking at an HMO option or how consumer spending account products, such as FSA, DCA, HRA, or HSA may be able to help your employees save on their out-of-pocket costs.

## Open Enrollment

We offer several ways to manage open enrollment, including Employee Self-Service options. So, if you want to allow your employees to make their elections on their own, then make sure you indicate that option on your renewal. All you need to do is check the box for Employee Self Service. As a reminder, if you do not give your employees this option, you as the Benefit Coordinator will enter their elections online.

Don't forget that we also allow all members to call Member Services to enroll by phone. This is an easy and convenient option for your employees that do not have computers. We provide a follow up email with confirmation of their elections, and also provide you with a summary so that you can update your payroll deductions, if applicable.

## Renewal Timeline

To ensure your benefits are set up in time for your open enrollment period, we need to have your benefits decision at least **90 days prior** to your anniversary date. **Thus, if we do not receive your decision by the renewal deadline, this could interrupt your employee's ability to access healthcare.**

## How to Renew

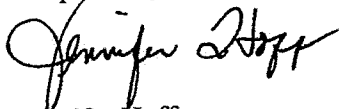
If you need assistance completing your renewal, that's where your Account Executive, Victor Diaz comes in. They will be reaching out to you shortly to answer any of your questions regarding the renewal timeline and to help you accurately designate your elections. For faster processing, please return the completed, signed form by email to Victor.Diaz@tmlhb.org as soon as possible, but no later than **07/01/2023**.

## Our Partnership

Many of you have been longstanding members of the Pool and we sincerely thank you for your loyalty. As we move into this next chapter with our new name, we look forward to our continued partnership into the future.

On behalf of the Trustees and the entire **TX Health Benefits Pool**, thank you for trusting us with your employees' healthcare needs. We look forward to serving you, your employees, and your retirees during this new plan year.

Respectfully,



Jennifer Hoff  
Executive Director



MEDICAL COST PROJECTION  
Taft - PTAF001  
06/01/23  
MEMBER OPTION

20% Increase	
Current Plan	2023-2024
	New Rates
	Copay-1K-5K ER
	80% / 50%
	PPO
	\$1,000 In Ded
	\$2,000 Out Ded
	\$5,000 In OOP
	\$0 Tela Health Copay
	\$30 OV/\$60 SP/\$75 UC/\$500 ER Copay
	DAW1&2 Rx Plan
	\$843.70
	\$1,712.72
	\$1,484.92
	\$2,488.92

New Plan Options  
2023-2024

EE	Option 1	Option 2	Option 3	Option 4
EE + Spouse	13.75% Increase	6.88% Increase	2.39% Increase	1.9% Increase
EE + Child(ren)	Copay-1500-5K ER	Copay-2K-6K ER	Copay-300-6K ER	Copay-3K-5K ER
EE + Family	80% / 50%	80% / 50%	80% / 50%	80% / 50%
	PPO (copay)	PPO (copay)	PPO (copay)	PPO (copay)
	\$1,500 In Ded	\$2,500 In Ded	\$2,500 In Ded	\$3,000 In Ded
	\$3,000 Out Ded	\$4,000 Out Ded	\$5,000 Out Ded	\$6,000 Out Ded
	\$5,000 In OOP	\$6,000 In OOP	\$6,000 In OOP	\$5,000 In OOP
	\$0 Tela Health Copay	\$0 Tela Health Copay	\$0 Tela Health Copay	\$0 Tela Health Copay
	\$30 OV/\$60 SP/\$75 UC/\$500 ER Copay	\$30 OV/\$60 SP/\$75 UC/\$500 ER Copay	\$30 OV/\$60 SP/\$75 UC/\$500 ER Copay	\$30 OV/\$60 SP/\$75 UC/\$500 ER Copay
	DAW1&2 Rx Plan	DAW1&2 Rx Plan	DAW1&2 Rx Plan	DAW1&2 Rx Plan
	\$799.74	\$751.46	\$719.78	\$716.44
	\$1,623.48	\$1,525.48	\$1,461.18	\$1,454.38
	\$1,407.56	\$1,322.58	\$1,266.82	\$1,260.94
	\$2,359.24	\$2,216.82	\$2,123.36	\$2,113.48
	Option 1	Option 2	Option 3	Option 4

Please sign & date option chosen:

Signature / Date

THIS DOES NOT COMPLETE THE RERATE PROCESS. YOU WILL NEED TO SIGN THE MEMBER OPTION AND RETURN TO YOUR MARKETING CONTACT BY 06/26/2023.

THEN A NEW RERATE NOTICE WILL BE GENERATED AND MAILED TO YOU. THE RERATE SHEET MUST BE SIGNED AND RECEIVED IN AUSTIN BY 07/01/2023 FOR THE NEW BENEFITS AND RATES TO BE EFFECTIVE FOR 10/01/2023.

The information contained in this option includes proprietary information that should not be shared with other competitors or used to circumvent the requirements of Texas Competitive Bidding laws.



# Renewal Notice and Benefit Verification Form

## Taft

Original

Plan Year 10/01/2023 - 09/30/2024 (12 Months)

**IMPORTANT NOTICE:** A signed renewal is required by the due date in your cover letter. If TX Health Benefits Pool does not receive the fully executed renewal notice by the indicated due date, you will no longer have an option to change benefits which will result in renewal of the benefit plans listed below at the new rates and the current employer contributions.

### Medical

#### Employer Group Medical Plan

Plan	Benefit	In Net	Out Net	In Net	Office	Rates	Current	New
	Percent	Ded	Ded	OOP	Visit			
Coplay-1K-5K ER-DAW1&2	80/50	\$1000	\$2000	\$5000	\$30	EE Only:	\$703.08	\$843.70
						EE + Spouse:	\$1,427.26	\$1,712.72
						EE + Child(ren):	\$1,237.42	\$1,484.92
						EE + Family:	\$2,074.10	\$2,488.92

In Network Deductible applies towards In Network OOP.

Medical and Dental Plan Accumulators will be based on Calendar Year.

### Monthly Employer Contribution Amounts

TX Health Benefits Pool requires 60% employer contribution toward employee medical – Minimum employer contribution is \$506.22.

Please enter your monthly employer contribution amounts for active employees here, in dollars or percentages:

Plan	EE Only:		EE+Spouse*:		EE+Child(ren)*:		EE+Family*:	
	Amount	% of Rate**	Amount	% of Rate**	Amount	% of Rate**	Amount	% of Rate**
Coplay-1K-5K ER-DAW1&2	\$_____ or _____%		\$_____ or _____%		\$_____ or _____%		\$_____ or _____%	

\*If entering contributions in dollars, the dependent tier(s) must include the EE Only amount paid by employer in addition to any employer paid amounts for dependents. Percentages for dependent tier(s) will apply to the dependent tier amount less the EE Only amount.

**\*\*NOTE:** If a contribution percentage is provided, it will be rounded up to the nearest penny.

Are there different contributions based on other factors (ex: hourly vs salary, department or location based)? If so, please explain here:

### Dental

Rates	Current (Dental IV)	New (Dental IV)
EE Only:	\$28.44	\$30.72
EE + Spouse:	\$66.82	\$72.18
EE + Child(ren):	\$61.10	\$66.00
EE + Family:	\$85.24	\$92.06

Please enter your monthly employer contribution amounts for active employees here, in dollars or percentages:

EE Only:		EE+Spouse*:		EE+Child(ren)*:		EE+Family*:	
Amount	% of Rate**	Amount	% of Rate**	Amount	% of Rate**	Amount	% of Rate**
\$_____ or _____%		\$_____ or _____%		\$_____ or _____%		\$_____ or _____%	

\*If entering contributions in dollars, the dependent tier(s) must include the EE Only amount paid by employer in addition to any employer paid amounts for dependents. Percentages for dependent tier(s) will apply to the dependent tier amount less the EE Only amount.

**\*\*NOTE:** If a contribution percentage is provided, it will be rounded up to the nearest penny.



### Vision

Rates	Current (Standard)	New (Standard)
EE Only:	\$6.16	\$6.16
EE + Spouse:	\$11.70	\$11.70
EE + Child(ren):	\$12.32	\$12.32
EE + Family:	\$15.71	\$15.71

Please enter your monthly employer contribution amounts for active employees here, in dollars or percentages:

EE Only:		EE+Spouse*:		EE+Child(ren)*:		EE+Family*:	
Amount	% of Rate**	Amount	% of Rate**	Amount	% of Rate**	Amount	% of Rate**
\$_____ or _____%		\$_____ or _____%		\$_____ or _____%		\$_____ or _____%	

\*If entering contributions in dollars, the dependent tier(s) must include the EE Only amount paid by employer in addition to any employer paid amounts for dependents. Percentages for dependent tier(s) will apply to the dependent tier amount less the EE Only amount.

**\*\*NOTE:** If a contribution percentage is provided, it will be rounded up to the nearest penny.

### Basic Life and AD&D: Plan 22 (\$50,000)

	Current Rate	New Rate
Life:	\$0.194	\$0.194
AD&D:	\$0.040	\$0.040

**Note:** Plan requires 100% Participation and is 100% EMPLOYER paid.

### Additional Employee Life and AD&D

Age of Employee	Current Rate per \$1000	New Rate per \$1000
Under 30	0.041	0.041
30 - 34	0.052	0.052
35 - 39	0.091	0.091
40 - 44	0.129	0.129
45 - 49	0.198	0.198
50 - 54	0.332	0.332
55 - 59	0.595	0.595
60 - 64	0.913	0.913
65 - 69	1.513	1.513
70 and over	2.431	2.431

**Note:** Plan is EMPLOYEE paid.

### Dependent Life: Plan 3 (\$10,000/\$2,000)

Current Rate	New Rate
\$2.76 per dependent unit	\$2.76 per dependent unit

**Note:** Plan is EMPLOYEE paid.

### COBRA Eligibility and Administration (Continuation of Coverage)

COBRA Eligible? Yes  
 COBRA Administration through TX Health Benefits Pool? Yes

**NOTE:** Employer will be charged a flat monthly fee of \$80 regardless of how many members are utilizing COBRA.

### Benefit Waiting Period

30 days after date of hire

### Required Annual Eligibility and Enrollment Information

Please provide the following information:

1. Will you allow Employee Self Service (ESS) via TXHB Online for Open Enrollment and Qualifying Life Events? No ☐ Yes ☐

### Signature Section

The undersigned employer hereby acknowledges that for an employee to receive coverage, TX Health Benefits Pool must receive enrollment information within thirty-one (31) days of the date of hire or within thirty-one (31) days of the coverage effective date, whichever is later, regardless of whether the Employer has a waiting period or a waiting and orientation period. If an enrollment is not submitted within this timeline, the employee cannot be added to the Plan until the next Open Enrollment period or a qualifying event occurs.

#### Employer Member Additional Acknowledgements and Agreements

1. Employer Member acknowledges and agrees that its signature on this Renewal Notice and Benefit Verification Form indicates its binding selections for renewal services through TX Health Benefits Pool.
2. Employer Member acknowledges that certain benefit service selections require completion and execution of additional forms and agreements and agrees that it will work with all due diligence and in good faith to complete, execute, and return all necessary forms and agreements to TX Health Benefits Pool prior to the beginning of the Group's open enrollment.
3. Employer Member acknowledges that TX Health Benefits Pool will only allow open enrollment for renewal services in good faith and without receiving all necessary signed benefit service forms and agreements if:
  - A. A signed Renewal Notice and Benefit Verification Form with all necessary Employer Member selections and information has been received; and
  - B. Employer Member has in good faith attempted but failed to approve and return the applicable benefit service forms and agreements timely.
4. Employer certifies that it has adopted an Employee Flexible Benefits Plan under Section 125 of the Internal Revenue Code. This Plan is offered to all eligible employees who are qualified by employment status.
5. Employer certifies that it will provide notice of the creditable status of the coverage it offers to new enrollees prior to the effective date of their coverage, as required by the Medicare Modernization Act.

**Please sign by the due date** and return this completed form via email to your Account Executive/Account Manager or TMLHealthMarketing@tmlhb.org.

746002348

Tax ID Number

Authorized Signature

Date

Printed Name

Title

The rates are based on census information five months prior to plan year. If the census changes by more than 10%, TX Health Benefits Pool reserves the right to revise rates due to census change and underwriting impact.

Rates are subject to change due to intervening events such as action taken by the TX Health Benefits Pool Board of Trustees, legislation passed during the plan year, or other events affecting benefits.

Supplemental benefits cannot be accessed without accessing the TX Health Benefits Pool Medical Benefit Plan.

YOUR RENEWAL QUOTE INCLUDES PROPRIETARY INFORMATION THAT SHOULD NOT BE SHARED WITH OTHER COMPETITORS OR USED TO CIRCUMVENT THE REQUIREMENTS OF TEXAS COMPETITIVE BIDDING LAWS. IN THE EVENT YOU RECEIVE A RENEWAL QUOTE AND LATER DECIDE TO ISSUE AN RFP, THE RENEWAL QUOTE MAY NOT BE SHARED WITH ANY OTHER COMPETITORS AS DOING SO WOULD DISADVANTAGE TX HEALTH BENEFITS POOL IN THE COMPETITIVE PROCESS. TX HEALTH BENEFITS POOL ALSO RESERVES THE RIGHT TO REVISE PREVIOUSLY ISSUED RATES IN RESPONSE TO YOUR RFP.

Our mission is to ensure our clients are ethically and equitably represented while meeting their objectives and goals throughout the acquisition process and project duration

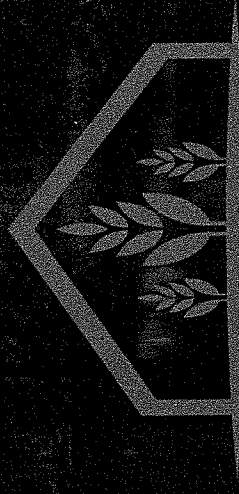
**Rob Brown**

609 West Lee Avenue

Weatherford, Texas 76086

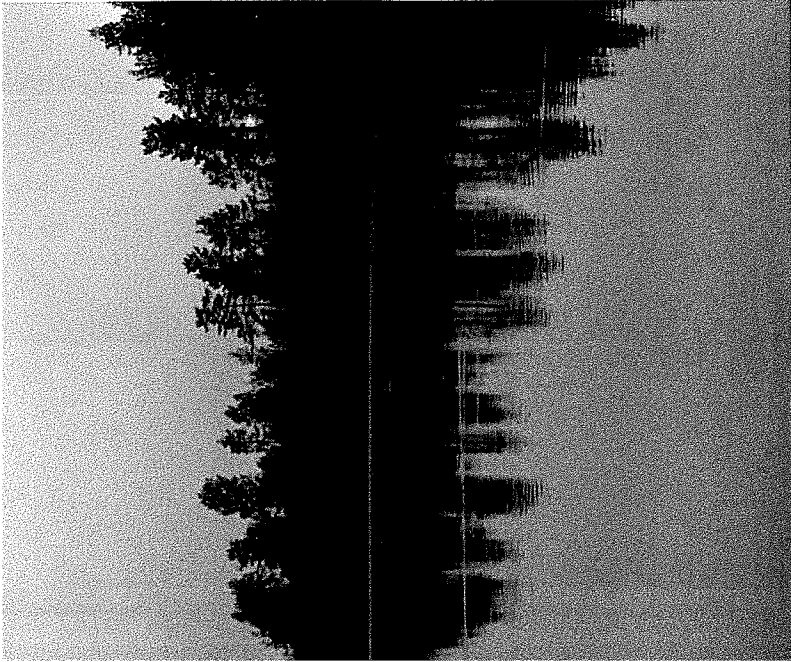
830-203-0421

[rob.brown2023@outlook.com](mailto:rob.brown2023@outlook.com)



RIGHT OF WAY AND ACQUISITIONS, LLC

PARTNERING WITH YOU



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## Our Services

Easement Acquisitions and Valuations

Negotiations

Title Research

Damage Claim Mitigation

Infrastructure Project Management

Water Rights Leasing and Acquisition



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## President

Rob Brown has a background in sales, negotiation and project management. He was Western US Regional Sales Director for Wastequip and President of Texas Land and Right of Way, LLC. He has implemented a sustainable business model resulting in exponential growth of the Firm and is in the process of developing new market territory. The company currently employs 2 full time employees and numerous contractors with specific disciplines



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## We Can Help

With your easement acquisitions, land acquisitions, title research, easement documentation, damage claim mitigation, water rights and infrastructure project management.

## **GENERAL CONTRACT FOR SERVICES**

This Contract (this "Contract") is made effective as of June 06, 2023, by and between Paleo Terra Right of Way and Acquisitions, LLC, of 609 W LEE AVE, WEATHERFORD, Texas 76086, and City of Taft, of 501 Green Avenue, Taft, Texas 78390

**1. DESCRIPTION OF SERVICES.** Beginning on June 06, 2023, Paleo Terra Right of Way and Acquisitions, LLC will provide to City of Taft the following services (collectively, the "Services"):

Right of Way services, Negotiation services, Title work related to Right of Way, Damage Claim Mitigation, Valuations, Infrastructure Project Management services and Water Rights Leasing and Acquisitions.

**2. PAYMENT.** Payment shall be made to PALEO TERRA RIGHT OF WAY AND ACQUISITIONS, LLC, 609 W LEE AVE, WEATHERFORD, Texas 76086.

City of Taft agrees to pay Paleo Terra Right of Way and Acquisitions, LLC as follows: SEE EXHIBIT "A"

In addition to any other right or remedy provided by law, if City of Taft fails to pay for the Services when due, Paleo Terra Right of Way and Acquisitions, LLC has the option to treat such failure to pay as a material breach of this Contract, and may cancel this Contract and/or seek legal remedies.

**3. WARRANTIES.** Paleo Terra Right of Way and Acquisitions, LLC shall provide its Services and meet its obligations under this Contract in a timely and workmanlike manner, using knowledge and recommendations for performing the services which meet generally acceptable standards in Paleo Terra Right of Way and Acquisitions, LLC community and region, and will provide a standard of care equal to, or superior to, care used by service providers similar to Paleo Terra Right of Way and Acquisitions, LLC on similar projects.

**4. TERM.** This Contract may be terminated by either party upon 30 days prior written notice to the other party.

**5. DEFAULT.** The occurrence of any of the following shall constitute a material default under this Contract:

- a. The failure to make a required payment when due.
- b. The insolvency or bankruptcy of either party.
- c. The subjection of any of either party's property to any levy, seizure, general assignment for the benefit of creditors, application or sale for or by any creditor or government agency.



d. The failure to make available or deliver the Services in the time and manner provided for in this Contract.

**6. REMEDIES ON DEFAULT.** In addition to any and all other rights a party may have available according to law, if a party defaults by failing to substantially perform any provision, term or condition of this Contract (including without limitation the failure to make a monetary payment when due), the other party may terminate the Contract by providing written notice to the defaulting party. This notice shall describe with sufficient detail the nature of the default. The party receiving such notice shall have 30 days from the effective date of such notice to cure the default(s). Unless waived by a party providing notice, the failure to cure the default(s) within such time period shall result in the automatic termination of this Contract.

**7. FORCE MAJEURE.** If performance of this Contract or any obligation under this Contract is prevented, restricted, or interfered with by causes beyond either party's reasonable control ("Force Majeure"), and if the party unable to carry out its obligations gives the other party prompt written notice of such event, then the obligations of the party invoking this provision shall be suspended to the extent necessary by such event. The term Force Majeure shall include, without limitation, acts of God, plague, epidemic, pandemic, outbreaks of infectious disease or any other public health crisis, including quarantine or other employee restrictions, fire, explosion, vandalism, storm or other similar occurrence, orders or acts of military or civil authority, or by national emergencies, insurrections, riots, or wars, or strikes, lock-outs, work stoppages, or other labor disputes, or supplier failures. The excused party shall use reasonable efforts under the circumstances to avoid or remove such causes of non-performance and shall proceed to perform with reasonable dispatch whenever such causes are removed or ceased. An act or omission shall be deemed within the reasonable control of a party if committed, omitted, or caused by such party, or its employees, officers, agents, or affiliates.

**8. DISPUTE RESOLUTION.** The parties will attempt to resolve any dispute arising out of or relating to this Contract through friendly negotiations amongst the parties. If the matter is not resolved by negotiation, the parties will resolve the dispute using the below Alternative Dispute Resolution (ADR) procedure.

Any controversies or disputes arising out of or relating to this Contract will be submitted to mediation in accordance with any statutory rules of mediation. If mediation is not successful in resolving the entire dispute or is unavailable, any outstanding issues will be submitted to final and binding arbitration under the rules of the American Arbitration Association. The arbitrator's award will be final, and judgment may be entered upon it by any court having proper jurisdiction.

**9. CONFIDENTIALITY.** Paleo Terra Right of Way and Acquisitions, LLC; and its employees, agents, or representatives will not at any time or in any manner, either directly or indirectly, use for the personal benefit of Paleo Terra Right of Way and Acquisitions, LLC; or divulge, disclose, or communicate in any manner, any information that is proprietary to City of Taft. Paleo Terra Right of Way and Acquisitions, LLC and its employees, agents, and representatives will protect such information and treat it as strictly confidential. This provision will continue to be effective after the termination of this Contract.

Upon termination of this Contract, Paleo Terra Right of Way and Acquisitions, LLC will return to City of Taft all records, notes, documentation and other items that were used, created, or controlled by Paleo Terra Right of Way and Acquisitions, LLC during the term of this Contract.

**10. NOTICE.** Any notice or communication required or permitted under this Contract shall be sufficiently given if delivered in person or by certified mail, return receipt requested, to the addresses listed above or to such other address as one party may have furnished to the other in writing. The notice shall be deemed received when delivered or signed for, or on the third day after mailing if not signed for.

**11. ASSIGNMENT.** Neither party may assign or transfer this Contract without prior written consent of the other party, which consent shall not be unreasonably withheld.

**12. ENTIRE CONTRACT.** This Contract contains the entire agreement of the parties regarding the subject matter of this Contract, and there are no other promises or conditions in any other agreement whether oral or written. This Contract supersedes any prior written or oral agreements between the parties.

**13. AMENDMENT.** This Contract may be modified or amended if the amendment is made in writing and signed by both parties.

**14. SEVERABILITY.** If any provision of this Contract shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Contract is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

**15. WAIVER OF CONTRACTUAL RIGHT.** The failure of either party to enforce any provision of this Contract shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Contract.

**16. APPLICABLE LAW.** This Contract shall be governed by the laws of the State of Texas.

**17. SIGNATORIES.** This Contract shall be signed on behalf of City of Taft by William Linn, Manager and on behalf of Paleo Terra Right of Way and Acquisitions, LLC by Robert R Brown, President and effective as of the date first above written.

Service Recipient:  
City of Taft

By:  
William Linn  
City Manager

Date:

Service Provider:  
Paleo Terra Right of Way and Acquisitions, LLC

By:  
Robert R Brown, Jr.  
President  
830-203-0421  
[rob.brown2023@outlook.com](mailto:rob.brown2023@outlook.com)

Date:



## **EXHIBIT “A”**

### **Fee Schedule**

Right of Way Research/Title	\$115.00/hr
Right of Way Valuations	\$115.00/hr
Right of Way Negotiations/Acquisitions	\$115.00/hr
Recording of necessary documents	\$115.00/hr
Damage Claim Mitigation	\$115.00/hr
Water Rights Research/Title	\$115.00/hr
Water Rights Negotiations/Acquisition	\$115.00/hr
Infrastructure Project Management	\$115.00/hr
Mileage	\$0.655/mile (current IRS rate)
Accommodations/Meals	\$150.00/day

**TERMS:** Invoicing will be the last Friday of the month with 30 day terms. Paleo Terra Right of Way and Acquisitions, LLC will offer a 2% discount if paid within 10 days of invoice date.

**Note** Any costs associated with acquiring Easements or Water Rights will be paid by the City of Taft, Texas.  
Any costs associated with Eminent Domain will be paid by the City of Taft, Texas.  
Any costs associated with Damage Claims will be paid by the City of Taft, Texas.  
Recording costs will be paid by the City of Taft, Texas.

Paleo Terra Right of Way and Acquisitions, LLC will make every effort to minimize costs to the City of Taft, Texas.



# Proposal for Building Department Services

Taft, Texas



Prepared: June 6, 2023



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## COVER LETTER

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June 6, 2023

Mr. William Linn, City Manager  
501 Green Ave  
Taft, TX 78390

Mr. Linn:

Aoka is pleased to present our proposal for building department services to the City of Taft. Our staff has a minimum of ten (10) years of experience and includes six (6) ICC certified MCPs, TSBPE licensed plumbing inspectors, and other ICC certified professionals. Aoka will perform plan review and inspection services in accordance with all building codes and amendments adopted by the City of Taft.

We excel at leveraging technology and providing completely digital plan review services. We are experienced in all major municipal software systems and also offer our *VertexPlans*(™) file sharing platform for quick and easy file submission and retrieval. Our clients have found these offerings save both time and money for their municipalities and their citizens, while improving customer service.

We perform services for single-family residential, multi-family residential, commercial, and industrial projects in numerous municipalities throughout the State of Texas and the United States. We hope to add the City of Taft to our list of highly satisfied clients.

At Aoka, we value high-quality customer service, timely job completion, quality work, and cost-competitive solutions. When you choose Aoka you will receive:

- Outstanding customer service and communication
- Licensed, certified, and experienced professional team members
- Technology driven processes – ensuring timely, accurate, and efficient project completion
- Industry leading turnaround times
- Detailed and thorough digital record generation, and delivery
- Cost-effective and unrivaled quality performance

Sincerely,

Ganesh Chapagain, CEO  
713-962-0889  
[ganesh@aokaengineering.com](mailto:ganesh@aokaengineering.com)



## SCOPE OF SERVICES

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We provide our services using a tri-fold approach - an **established process** that is **centered on technology** and uses **qualified people**.

We have extremely qualified plan examiners, inspectors and professional engineers on staff who have ICC certifications and/or licenses in their fields as well as decades of experience in residential, multi-family, commercial, municipal, and industrial projects. This includes **six (6) Master Code Professionals** (the highest designation for code professionals), and **six (6) Certified Building Officials**. Our staff has in-depth code knowledge and can review any kind of plans as well as solve any code problems that may arise. We pride ourselves on the quality of our work including detailed comments which reference and quote the relevant code.

We also have an established process centered on technology that reduces inefficiencies and allows us to turn plans around in industry leading times. We leverage technology to provide easy uploading of documents, digital plan examination, easy communication with contractors/homeowners and quick inspection reporting.

More details about our services can be found below:

### Building Plan Review

Our building plan review service ensures building safety all the while helping contractors meet their construction goals. When a contractor submits a drawing of their building to us through the city, ICC professionals well versed in building safety codes will review it to ensure what is being planned to build is safe. We provide building plan review services at an industry leading **turn around time of 3-10 days**. With our expert plan review staff supported by our technology centered process, plans are reviewed accurately and timely.

All plans are eligible for electronic submission. The process is as follows:

- The city intakes the permit application with design documents.
- The project is submitted to us through the city's own system or through an easy upload to Aoka's website.
- Aoka's project manager is notified as soon as the city uploads the design documents.
- The project manager will assign the project to one or multiple relevant plan examiners.
- The plan examiners will review the design documents.
- The plan examiners upload their plan check report according to the direction of the city, either on the city's system or on Aoka's digital platform, which can be accessed by the city in real time.
- The project manager will review the plan check report to ensure quality.
- The city will be notified by email as soon as the plan examination and quality review is completed.



- The city will be able to access the plan check reports prepared by the plans examiner which can be distributed to the permit applicant. Transparency is key.

### **Building Inspection**

Aoka will inspect all residential, commercial, multifamily and industrial projects, to ensure compliance with all model building codes adopted by the State of Texas and all local ordinances.

Aoka inspectors will:

- Maintain all necessary certificates and licenses.
- Provide the City with necessary information to determine what inspections are required for a given application.
- Perform inspections under the direction of Aoka's Building Official.
- Complete inspections timely and courteously.
- Represent the City in a professional manner.
- Coordinate inspections with other City departments as necessary.
- Maintain specific records of completed inspections and inspection reports and transmit them in real time to the City.
- Assist in complaint investigations, hazardous building inspections, and assist the City in prosecuting violations.
- In addition to on-site inspections, Aoka offers an optional virtual inspection process. Virtual inspection increases efficiency and reduces costs, and we adhere to all ICC's virtual inspection guidelines.

### **Virtual Inspection**

We have adapted to the changing landscape of building inspections by adopting virtual inspections and provide it as needed. We use a specialized software that allows the inspector to inspect the property virtually with the help of the contractor/homeowner who is on site. Taking video recordings and photos, easy communication with the contractor, taking relevant notes to include in the inspection report, geotagging to ensure the homeowner is in the right location is all possible through our virtual inspection program. We currently conduct building inspections virtually for multiple jurisdictions and are in the process of trying it with HUD projects as needed.

Aoka Inspectors will:

- Maintain all necessary certifications and licenses
- Be trained in and familiar with ICC's virtual inspection procedures and guidelines
- Have at least seven years of experience doing field inspections so that they can direct contractors virtually, very efficiently.
- Use our latest virtual inspection software to send a text to the contractor's phone at the time of the inspection. The contractor will be connected with the inspector through video and audio when they click on the link.
- Use our latest software which has geotagging to verify the contractor is in the right address. In addition, they will check the permit number, street name and house number.



- Direct contractors/homeowners to show certain things according to the requirements of the inspections.
- Ask contractors/homeowners additional questions as needed.
- Take pictures and videos of what they see for documentation
- Approve, deny or partially approve the inspection
- If the inspector feels the virtual inspection has not provided adequate information to approve or deny, they will schedule an in-person inspection.
- Create inspection reports containing the geotagged location, pictures, and comments
- Upload the report into our system which automatically shares it with the municipality and the contractor/homeowner.
- Ask the contractor to reschedule the inspection if not approved.

We encourage the consideration of our virtual inspection program for faster inspections and efficiency. It allows for inspectors from a larger area to be used, reduces driving time, increases cost savings, all while meeting ICC's life safety and inspection standards.

#### **Public Works/ Civil Plan Review and Inspection**

Aoka provides the highest-level of civil plan review and inspection services. Our staff has performed civil plan review for private subdivisions and development improvement plans for both on-site and public right-of-way improvements. Our review/inspections include, but are not limited to:

- Paving
- Lot Grading
- Retention Pond
- Drainage / Storm Sewer
- Sanitary Sewer
- Street Sign and Sidewalk
- Street Lighting
- Water Layout
- Erosion Control

#### **Public Works Permit Service**

Aoka can review residential, commercial, and industrial permit applications for public works permits – including water and sewer services, driveways, roadways, utility installation, and other work within the City's right-of-way. Our staff can provide customer service and technical information for permit application process related questions, infrastructure requirements, and other public works issues within the City.



### **Stormwater Plan Review and Inspections**

Aoka can provide a Qualified SWPPP Developer (QSD) for stormwater plan review. Plans will be carefully reviewed for compliance with all stormwater technical guidelines. We will review preventative maintenance plans and ensure they meet or exceed regulatory stormwater standards. Our staff has completed plan review for and inspected various treatment methodologies permitted by the C3 stormwater technical guidelines for public, private, and special projects. If needed, we can provide Certified Erosion and Sediment Control Lead (CESCL) training.

### **Floodplain Manager Service**

Permits are required prior to any construction conducted in a floodplain designated by the Federal Emergency Management Agency as “AO,” “AE,” or “Floodway”. Our Floodplain Managers can process, verify, and approve floodplain development permits.

### **Fire Protection Plan Review and Inspection**

Aoka can provide fire and life safety plan review and inspection services. Our staff include ICC certified fire marshals and NFPA certified fire plans examiners who have performed comprehensive fire and life safety reviews. With proficiency in virtually all types of construction and occupancies, our team will review fire sprinkler system plan, fire alarm plan, fire suppression system plan, CO2 system plan, and fuel storage tank plan. Aoka can check for allowable height and area, fire restrictive construction, means of egress, fire access, hazardous materials, and smoke management systems.

### **Health Services**

#### **Food Inspection**

Aoka utilizes rigorous inspection techniques to identify problems, educate restaurant owners and solve sanitation problems before they lead to an outbreak scenario. We use HACCP principles which focus on temperature control, cross-contamination, and employee hygiene. Inspections will be performed by Texas Registered Sanitarian.

#### **Plan review of Food Establishments**

Aoka can catch potential problems before they occur and ensure proper layouts for sanitation and cost-effective operation. Prior to the completion of the project, we will confirm





compliance with health department regulations, manufacturing specifications, equipment condition, and installation.

### **Public Pools and Spas Inspection**

Inspections of public aquatic facilities is an important tool in preventing recreational water-associated illness and injury. An inspection of a public aquatic facility is an assessment of whether its operation and maintenance meet the standards set in a jurisdiction's public health code. Aoka will enforce Texas Administrative Code for public swimming pools and spas.

### **Certified Building Official Services**

We can provide complete Certified Building Official services for the development, administration, interpretation, application and enforcement of the adopted codes and policies and other Building Department needs.

### **Training Services**

Our Certified Building Official can provide on-site training services to your residents and contractors regarding all aspects of the permit submission, review, and inspection processes. We can also create informational materials and other documentation guiding the applicant through the entire permitting process.

### **Other Available Services**

- Permit staff augmentation
- Plan review software

### **Availability and Turnaround Times**

We propose the following turnaround times for the services listed below:

- |                                 |                          |
|---------------------------------|--------------------------|
| ● Plan Review (<\$5M valuation) | -within 5 business days  |
| ● Plan Review (>\$5M valuation) | -within 10 business days |
| ● Plan Review Rechecks          | -within 3 business days  |
| ● Inspections                   | -within 24 hours         |



## REFERENCES

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### **City of Kenedy, Texas**

Scope: Building, fire, public works plan review and inspection  
Completion Notes: Ongoing  
Client Contact: Jamie S. Albiar, Building Official  
830-299-0072  
codecompliance@kenedytx.gov

### **City of Pleasanton, Texas**

Scope: Building plan review and inspection  
Completion Notes: Ongoing  
Client Contact: John Rainey, Building Official  
830-480-6363  
jraney@pleasantontx.gov

### **City of Boerne, Texas**

Scope: Building plan review  
Completion Notes: Ongoing  
Client Contact: Nathan Crane, Assistant Planning Director  
830-248-1521  
ncrane@boerne-tx.gov

### **City of Winona, Texas**

Scope: Building, fire, and public works plan review and inspection  
Completion Notes: Ongoing  
Client Contact: Rachel Moreno, Mayor  
903-316-0696  
mayor@winonatx.gov

### **City of Longview, Texas**

Scope: Commercial Building Plan Review  
Completion Notes: Ongoing  
Client Contact: Michael Sherley, Director of Development Services  
903-237-1059  
mshirley@longviewtexas.gov



## PAST PROJECT EXPERIENCE HIGHLIGHTS

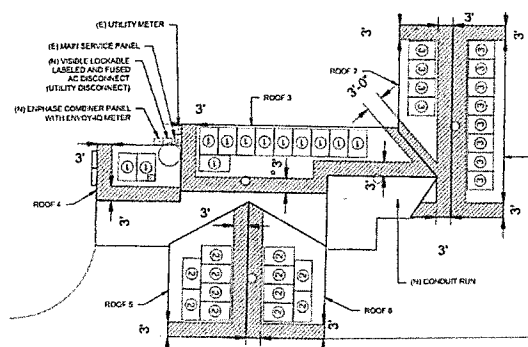
Our team has experience and knowledge in providing comprehensive plan review services. Technologically advanced-efficient digital plan review, industry leading turnaround times, and competitive cost is our hallmark. We have provided a sample of notable projects across multiple construction types.

### Residential Solar

Location: Kenedy, Texas  
Date: 2021  
Valuation: \$58K  
Completion time: 1 day

#### **Description**

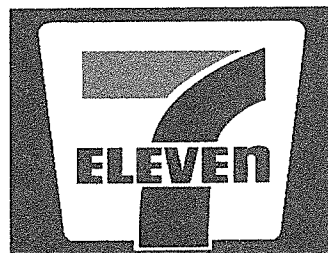
Plan review of a solar installation comprising roof mounting of 36 LG 375 solar panels and 36 IQ7+ micro inverters.



### Commercial Construction Plan Review

#### 7-Eleven convenience store

Location: Glenn Heights, Texas  
Date: 2021  
Valuation: N/A  
Completion time: 5 days



#### **Description**

Review consisted of plans to construct a new 24,724 sq/ft convenience store. Review consisted of building (structural and non-structural), mechanical, electrical, and plumbing design documents.

#### RPGA Design Group Office

Location: Fort Worth, Texas  
Date: 2023  
Valuation: \$1M  
Sq. Ft.: 9496





### Description

Review consisted of design documents to remodel an existing 3-story building to provide meeting and office space for a professional design firm.

### HEB Grocery Store

Location: Kenedy, Texas  
Date: 2021  
Valuation: \$48K  
Completion time: 3 days

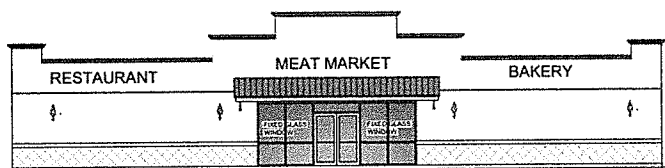


### Description

Plan review of a commercial remodel. Review consisted of building, mechanical, electrical, and plumbing design documents.

### Kenedy Meat Market & Bakery

Location: Kenedy, Texas  
Date: 2023  
Valuation: \$686K  
Sq. Ft.: 4994



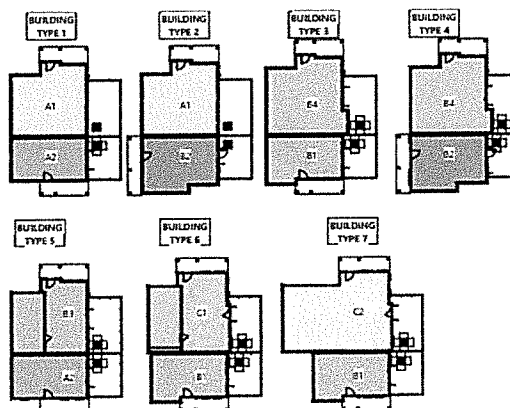
### Description

Plan review of a commercial new construction project. Review consisted of building (structural and non-structural), mechanical, electrical, plumbing, accessibility and civil design documents.

### Multi- Family Construction Plan Review

#### The Collection - 1670 River Road

Location: Boerne, Texas  
Date: 2023  
Valuation: \$56M  
Completion time: 10 days





### Description

Review consisted of plans to construct 235,987 sq/ft of residential multi-family homes. Review consisted of building (structural and non-structural), mechanical, electrical, plumbing, and energy conservation plans.

### 11 West Apartments

Location: West Haven, Utah  
Date: 2021  
Valuation: \$8.4  
Completion time: 4 days



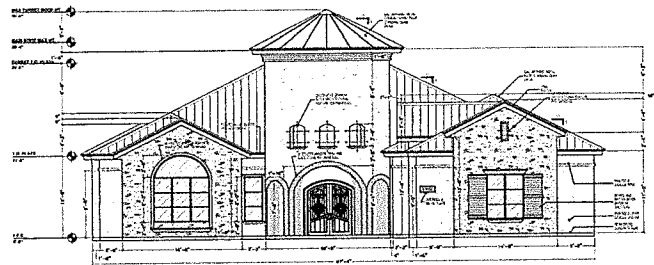
### Description

Review consisted of plans to construct 86 units- total 72,000 sq/ft of multi-family complex. Review consisted of building (structural and non-structural), mechanical, electrical, and plumbing plans.

### Single Family Construction Plan Review

### 1900 S Hampton Road

Location: Glenn Heights, Texas  
Date: 2021  
Valuation: \$592K



### Description

Plan review of a 5,921 sq/ft 1-story new home construction project. Review consisted of building (structural and non-structural), mechanical, electrical, and plumbing design documents.

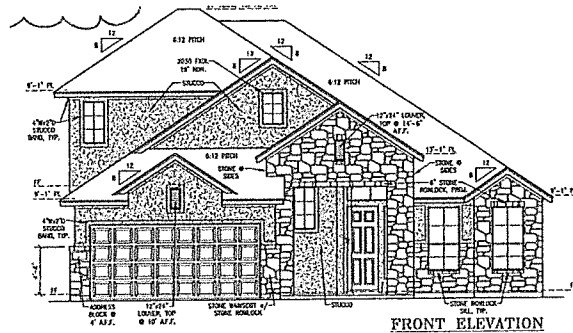


### **313 Vamanos**

Location: Boerne, Texas  
Date: 2023  
Sq Ft.: 3,489

#### **Description**

Plan review of a 3,489 sq/ft new home construction project. Review consisted of building (structural and non-structural), mechanical, electrical, energy, and plumbing design documents.

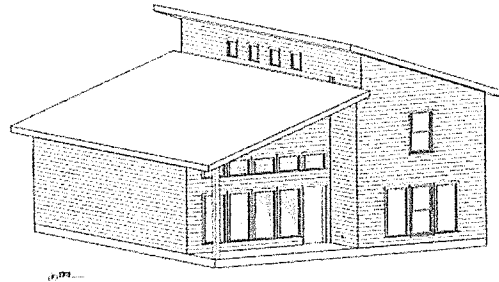


### **Sutton Residence**

Location: Kenedy, Texas  
Date: 2022  
Sq Ft.: 2,000

#### **Description**

Plan review of a 2,000 sq/ft new home construction project. Review consisted of building (structural and non-structural), mechanical, electrical, and plumbing design documents.



### **Civil and Public Works**

#### **Dollar Tree Civil Plan Review - Kenedy, Texas - 2023**

Civil plan review of a 2 acre commercial lot to be used to construct a Dollar Tree retail store. Review included drainage, erosion control, storm water, sanitary sewer, storm drain, water, paving, driveway detail, utilities, and erosion control.

#### **Nolan Farms Phase 1 and 2 – Winona, Texas – 2022**

Plan review of a 21+ acre residential subdivision. Review included drainage, erosion control, storm water, sanitary sewer, storm drain, water, paving, driveway detail, and erosion control.

#### **Calcot – Kenedy, Texas - 2022**

Plan review of a 98,800 sq. ft. new warehouse building. Review included demolition, site plan, grading, drainage, paving, and stormwater.



**Hampton Park II – Glenn Heights, Texas - 2021**

Plan review of a new 26+ acre single-family residential subdivision. Review included plat, paving, grading, drainage, flume, storm drain, channel, detention basin, water, lighting, signage, erosion control, and utility.

**Stone Creek IIID – Glenn Heights, Texas - 2021**

Plan review of a new 21+ acre single-family residential subdivision. Review included civil grading, water, sewer, street, storm, erosion, and plat.

**Stone Creek IIIE – Glenn Heights, Texas - 2021**

Plan review of a new 7+ acre single-family residential subdivision. Review included civil grading, water, sewer, street, storm, erosion, and plat.

**Mariposa Crossing – Glenn Heights, Texas - 2021**

Plan review of a multi-lot commercial plot being developed for the construction of a 7-Eleven convenience store. Review included a civil site plan, storm water, and sewer.

**Holly Wood Estates – Glenn Heights, Texas – 2021**

Plan review of a 45+ acre residential subdivision. Review included plat, paving, grading, drainage, culvert, storm drain, channel, detention basin, water, lighting, signage, erosion control, and utility.



## FEE SCHEDULE

### Residential Construction Building Plan Review and Inspection

*The fees below include both building plan review and inspection services*

New Residential Construction	
Square Footage (S.F.)	Permit Fee
0-1,500 S.F.	\$777.15
1,500-10,000 S.F.	\$777.15 for the first 1,500 S.F. plus \$0.35 for each additional S.F. to and including 10,000 S.F.
Over 10,000 S.F.	\$3,723.5 for the first 10,000 S.F. plus \$0.15 for each additional S.F. over 10,000 S.F.
Alteration/Additional for Residential Construction	
Trade	Permit Fee
Mechanical, electrical, plumbing, fuel, and gas	\$90.00 per trade
Other project types not listed above	\$130 per trade

### Commercial and Multi- Family Construction Plan Review

Valuation	Proposed Fee
\$1.00 to \$10,000.00	\$55.00
\$10,001.00 to \$25,000.00	\$76.90 for the first \$10,000.00 plus \$5.9 for each additional \$1000.00





\$25,001.00 to \$50,000.00	\$166.17 for the first \$25,000.00 plus \$4.29 for each additional \$1000.00
\$50,001.00 to \$100,000.00	\$273.44 for the first \$50,000.00 plus \$2.97 for each additional \$1000.00
\$100,001.00 to \$500,000.00	\$422.26 for the first \$100,000.00 plus \$2.38 for each additional \$1000.00
\$500,001.00 to \$1,000,000.00	\$1,376.06 for the first \$500,000.00 plus \$2.02 for each additional \$1000.00
\$1,000,001.00 and up	\$2,383.38 for the first \$1,000,000.00 plus \$1.34 for each additional \$1000.00

### Commercial and Multi-Family Construction Inspection

Valuation	Proposed Fee
\$1.00 to \$10,000.00	\$76.15
\$10,001.00 to \$25,000.00	\$107.67 for the first \$10,000.00 plus \$8.32 for each additional \$1000.00
\$25,001.00 to \$50,000.00	\$232.41 for the first \$25,000.00 plus \$6 for each additional \$1000.00
\$50,001.00 to \$100,000.00	\$382.39 for the first \$50,000.00 plus \$4.16 for each additional \$1000.00
\$100,001.00 to \$500,000.00	\$590.29 for the first \$100,000.00 plus \$3.32 for each additional \$1000.00
\$500,001.00 to \$1,000,000.00	\$1920.85 for the first \$500,000.00 plus \$2.83 for each additional \$1000.00



\$1,000,001.00 and up	\$3331.6 for the first \$1,000,000.00 plus \$1.87 for each additional \$1000.00
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**Commercial and Multi-Family Plan Review (Fire Alarm System & Fire Sprinkler System)**

Valuation	Fee, Each System
Less than \$6,250.00	\$200.00
\$6,250.00 to \$250,000.00	\$300.00
\$250,001.00 to \$500,000.00	\$425.00
\$500,001.00 to \$1,000,000.00	\$550.00
\$1,000,001.00 to \$3,000,000.00	\$800.00
\$3,000,001.00 to \$6,000,000.00	\$1,200.00
\$6,000,000 and up	\$1,200.00 plus \$0.38 for each additional \$1000.00

**Commercial and Multi-Family Inspection (Fire Alarm System & Fire Sprinkler System)**

Valuation	Fee, Each System
Less than \$6,250.00	\$300.00
\$6,250.00 to \$250,000.00	\$425.00
\$250,001.00 to \$500,000.00	\$525.00
\$500,001.00 to \$1,000,000.00	\$675.00



\$1,000,001.00 to \$3,000,000.00	\$950.00
\$3,000,001.00 to \$6,000,000.00	\$1,425.00
\$6,000,000 and up	\$1,425.00 plus \$0.38 for each additional \$1000.00

Miscellaneous Fire Related Items	Hourly rate
Underground fire code plan review	\$90
Fuel storage tank plan review	\$90
Underground fire code inspection	\$120
Fire extinguisher inspection	\$120
Fire certificate of occupancy inspection	\$120
Fuel storage tank inspection	\$120
Annual fire safety inspection	\$120

### Health Services

Permanent food establishment permit	\$400
Mobile food vendor and seasonal vendor permits	\$200
Public swimming pool yearly inspections	\$200
Temporary Event Permit	\$100



Each compliant investigation	\$150
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**Public Work Services**

Plan review	\$90 per hour
Inspection	\$90 per hour

**Additional Notes:**

- Plan review includes an initial the second and third review- as necessary. Subsequent review (if needed) will be billed at an additional hourly rate of \$80 with a prior approval from the city
- Expedited plan review fee: 150% of the regular plan review fee.

# Statement of Qualifications

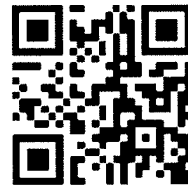
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*submitted to:*

***City of Taft, TX***

*submitted by:*

***Alan Bojorquez***



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**BOJORQUEZ**  
**LAW FIRM, PC**  

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TexasMunicipalLawyers.com

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## 1. ESSENTIALS

- a. **Name of Firm:** Bojorquez Law Firm, PC
- b. **Established:** October 2002
- c. **Area of Practice:** Municipal Law
- d. **Headquarters:** Austin, TX
- e. **Managing Attorney:** Alan Bojorquez
- f. **Contact:** 11675 Jollyville Road, Suite 300  
Austin, TX 78759  
Phone: (512) 250-0411  
TexasMunicipalLawyers.com  
Bojorquez Law Firm - What is Municipal Law?
- g. **Statewide Presence:** Our lawyers office in Austin, Corpus Christi, Dallas / Fort Worth, El Paso, Lubbock, the Rio Grande Valley, San Antonio, and Tyler (*meetings by appointment only*)
- h. **Number of Attorneys:** 24
- i. **Number of Clients:** 170+ cities and local governments

## 2. INTRODUCTION

Our law firm was founded 20 years ago with a singular purpose—to *serve cities across the State of Texas*. Everything about our operation is designed to empower and protect municipalities. We are committed to honoring our governmental client base by practicing law in a manner that is responsive, effective, efficient, and ethical. Our team is comprised of public servants who operate through a law firm. *We are Texas Municipal Lawyers.*

## 3. STATEMENT OF QUALIFICATIONS AND OUR APPROACH

Since our inception, the firm has represented over 170 cities (including home-rule and general-law, large and small, urban, and rural). We have served as either City Attorney or Special Counsel. Our scope of services covers the full range of Municipal Law, including everything except Bond Counsel. *We empower cities.*

We take a team approach for our clients. Each project is assigned to the best lawyer for that particular task. Our 24 attorneys have different specialties, and all are available to our clients.

## 4. DEDICATION

*Cities never sleep.* Thus, our team has to be available to help city officials continually. We are committed to supporting our clients as a matter of routine and in times of crisis. We pride ourselves on timeliness. *Responsiveness is key to our business model.* We strive to be available to our clients whenever they need us. We pride ourselves on quick turnaround time. Depending on the complexity of the legal project and the amount of data available to us, our clients can typically expect legal products to be provided next day or within a couple weeks of the request. In many instances same-day turnaround is possible. Our overarching priority is maintaining our quality standards and performing our due diligence while being responsive.

## 5. OUR PRINCIPLES

Below is a list of the principles that guide us and how we serve our clients.

- ★ Our firm was founded in 2002 on the principle that every city should have access to quality legal representation, no matter its size or how remote.
- ★ We use a team approach so that our clients always have access to a capable attorney.
- ★ When our firm is retained, our team becomes part of the city's team.
- ★ Our lawyers do not play politics. We don't pick sides at City Hall. We are objective and neutral because our client is the municipality, not any individual person.
- ★ We do not dictate policy decisions to our clients. Our clients determine their policies.
- ★ We are dedicated to legal processes, not political outcomes.
- ★ We are responsive and timely. Our office is not a place where good ideas go to die.
- ★ We are a stabilizing influence at City Hall. We deescalate drama, not add to it.
- ★ We only do work that is requested or authorized by our client.
- ★ Because we are paid with public funds, our approach is designed to be efficient.
- ★ We are committed to remaining on the cutting-edge of our profession.
- ★ We do not rubber-stamp, and we do not shoot from the hip.
- ★ Our reputation, our ethical standards, and our high standard of quality are non-negotiable and shall not be compromised.
- ★ The training we provide to our clients increases performance and reduces risks.
- ★ We are professional and respectful of clients, citizens, and opponents because our public positions demand civility that reflects well upon City Hall.
- ★ We build long standing relationships, having represented some clients for 19+ years.
- ★ Our firm is *empowering*: We help our clients achieve their goals.
- ★ We measure our success by our clients' successes.



## 6. OUR SERVICES

Below is a summary of our most common services.

**a. Advise and Guide on legal aspects of:**

- |                                   |                            |
|-----------------------------------|----------------------------|
| ★ Budgets                         | ★ Law Enforcement          |
| ★ Code Enforcement                | ★ Open Meetings / Records  |
| ★ Economic Development            | ★ Real Estate              |
| ★ Ethics & Codes of Conduct       | ★ Streets & Transportation |
| ★ Eminent Domain                  | ★ Utilities                |
| ★ Home-Rule Charters              | ★ Public Safety / EMS      |
| ★ Human Resources / Civil Service | ★ Purchasing & Procurement |
| ★ Land Use & Development          | ★ Redistricting            |

**b. Review and Prepare requested:**

- |                               |                  |
|-------------------------------|------------------|
| ★ Building Codes & Permitting | ★ Ordinances     |
| ★ Contracts                   | ★ Policies       |
| ★ Deeds                       | ★ Leases         |
| ★ Easements                   | ★ Legal Opinions |

**c. Assist and Advise with:**

- |                          |                            |
|--------------------------|----------------------------|
| ★ Annexation             | ★ Subdivision Review       |
| ★ Code Compliance        | ★ Variance Review          |
| ★ Comprehensive Planning | ★ Zoning Recommendations   |
| ★ Land Use Planning      | ★ Zoning Change Evaluation |
| ★ Site Plan Review       | ★ Subdivision Review       |

**d. Represent and Advise in:**

- |                           |                           |
|---------------------------|---------------------------|
| ★ Administrative Hearings | ★ Appellate Matters       |
| ★ Litigation              | ★ Settlement Negotiations |

**e. Legal Services Management**

In some instances, it is in the client's best interests to engage a separate, outside law firm with certain expertise or experience to handle particular matters that are not well-suited for the City Attorney. When appointed to the role of City Attorney, our lawyers are well-positioned to oversee and manage those legal services provided by other law firms to help manage expenses, assure diligent representation, and coordinate with the city council and city management.

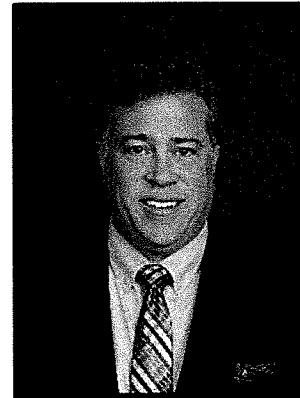
## 7. TRAINING

For 20 years, our mantra has been, “Municipal Training, because informed officials make better decisions.” Members of our firm often conduct training sessions for our clients as a means of empowering them and reducing risks. Common topics for our educational sessions include, but are not limited to, the following:

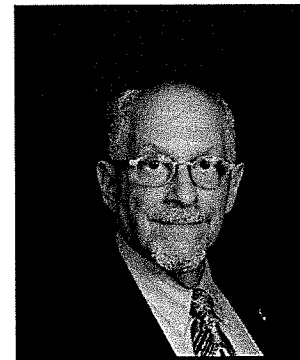
- ★ Conducting Better Meetings
- ★ Economic Development
- ★ Ethics and Codes of Conduct
- ★ Landscape, Tree, and Sign Regulation
- ★ Legislative Updates
- ★ Open Meetings
- ★ Open Records
- ★ Ordinances, Resolutions, and Proclamations
- ★ Personnel and Human Resources
- ★ Planning, Zoning, and Platting
- ★ Social Media for Government Officials

## 8. OUR TEAM

- a. **Managing Attorney.** The firm was founded by *Alan Bojorquez*. Alan graduated from Texas Tech University with his Bachelor of Arts in English, Master of Public Administration, and Doctor of Jurisprudence degrees. Alan served as a staff attorney for the Texas Municipal League. Alan has served local governments as a licensed attorney for over 24 years. He has Merit Certification in Municipal Law from the Texas City Attorneys Association and is a TCAA Board Member. Alan is a Board Member for the International Municipal Lawyers Association, an IMLA Local Government Fellow, and received IMLA's *Glick Award* in 2017 (for Outstanding Local Government Lawyer in Private Practice). He was named *Outstanding Government Lawyer* for 2018 by the State Bar of Texas (Government Law Section). In September 2018, Alan was named an *Honorary Member* of the International City/County Management Association (ICMA). In 2019, Alan received the *Ambassador Award* from the Texas Tech University School of Law. He authors the TEXAS MUNICIPAL LAW & PROCEDURE MANUAL (7th Ed.).



- b. **Attorney.** Andrew Quittner acquired valuable municipal government experience serving as the City Attorney for Seguin, where he oversaw all legal matters and prosecuted municipal court. Prior to taking the position in Seguin, he served as an assistant City Attorney and interim City Attorney in San Marcos, and Assistant City Attorney in Corpus Christi. He has also served as an Assistant County Attorney, Assistant District Attorney, and a Law Clerk for the U.S. District Court for the Southern District of Texas. Andrew is a mediator, has taught mediation, and has served on the Board of Directors for the Nueces County Dispute Resolution Center. He has a Bachelor's Degree in Biology from Louisiana State University, a Master's Degree in Chemistry, and a Doctor of Jurisprudence from the University of Texas.



- c. **Attorney.** Attorney at Law Alessandra Gad is our firm's expert on Small Cell Nodes and municipal tree preservation regulations. She helps the team by conducting legal research and reviewing current law, drafting memoranda and pleadings, drafting ordinances and resolutions, responding to public records requests, handling assignments involving land use, water, and other municipal issues. She is one of our top prosecutors and helps handle Code Enforcement cases. Alessandra received her undergraduate degree from The University of Texas at Austin and her Doctor of Jurisprudence from St. Mary's University in San Antonio.



- d. **Our Lawyers.** Our clients have **24 lawyers** on their side, all of whom are committed to serving municipalities. Alan Bojorquez supervises and oversees all lawyers at the firm and is the City Attorney for all clients. If the firm is retained by the City of Taft, Alan will make the final staffing decisions based on input from the city regarding its needs and preferences. Two of our lawyers were previously staff attorneys for the Texas Municipal League (TML). With a wide array of experience and expertise, our attorneys bring a high level of quality representation to cities large and small, urban, and rural. None of our lawyers has ever been sued for malpractice by any of our municipal clients. Prior to going into private practice our lawyers collectively worked in-house as staff attorneys (employees) in more than 20 Texas cities. To see our complete roster, visit [www.TexasMunicipalLawyers.com](http://www.TexasMunicipalLawyers.com).
- e. **Consultants.** We work closely with 35 municipal consultants through our affiliated business, City Hall Essentials, LLC. Consulting professionals include city managers, city secretaries, city planners, chiefs of police, finance directors, municipal court clerks, parks and rec directors, and communications specialists. [www.CityHallEssentials.com](http://www.CityHallEssentials.com)

## 9. PREVIOUS EXPERIENCE & CLIENTS

Our firm was founded to serve cities, and we have done so successfully for over 20 years. During that time, we have served approximately 180 municipalities. Our representation has included serving as City Attorney, litigation counsel, and services involving Eminent Domain. If upon selection as the top finalist the city wants to see a list of past or present clients, we will gladly provide that to you at that time (upon request).

## 10. REFERENCES

While potential clients are encouraged to contact any of our clients, we are proud to provide this list of references for your convenience.

- a. **City of Bryan**, Mary Lynne Stratta, City Secretary, (979) 209-5005
- b. **City of West Lake Hills**, Robert Wood, City Manager (former), (512) 422-3536
- c. **City of Port Arthur**, Valecia Tizeno, City Attorney, (409) 983-8125
- d. **American Planning Association—Texas Chapter**, Kim Mickelson, Past President, (281) 703-5148
- e. **Mitchell Planning Group**, Karen Mitchell, City Planner & President, (817) 237-4467
- f. **Texas Municipal Clerks Association/Texas Municipal Clerks Certification Program**, Miriam Sheehan, Administrative Director, (940) 565-3488
- g. **Texas Municipal Courts Education Center**, Ryan Turner, Executive Director, (512) 320-8274

- h. William P. Hobby Center for Public Service and the Texas Certified Public Manager (CPM) Program, Howard Balanoff, Director, (512) 245-3453**

## **11. PROFESSIONAL ASSOCIATIONS**

Our firm has taken an active role in the following organizations as leaders, presenters, members, and/or sponsors. Our involvement in these groups strengthens our network of colleagues and helps ensure we remain on the cutting-edge of our profession.

- ★ American Society for Public Administration
- ★ Association of Hispanic Municipal Officials
- ★ International City / County Management Association
- ★ International Municipal Lawyers Association
- ★ State Bar of Texas: Government Lawyers Section
- ★ Texas City Attorneys Association
- ★ Texas City Management Association
- ★ Texas Municipal Clerks Association
- ★ Texas Certified Public Manager Program
- ★ Texas Coalition of Cities for Utility Issues

## **12. CONFIDENTIALITY**

The Firm is committed to meeting the client's legal needs. In doing so, the Firm will at all times protect the client's privileged information and ensure appropriate confidentiality, including, but not limited to oral and written communications. Our server storage is secure. Our office space is secure.

## **13. COMMUNICATION AND PROJECT MANAGEMENT**

Each client is assigned a primary and a secondary attorney who will be available to answer emails and phone calls and attend regular meetings at your convenience. If the appointed attorney is not available, the secondary attorney or our team of experts will be available.

With respect to scheduled and ad-hoc meetings, a lead time of 24 hours is appreciated, but not always required. The primary attorney will make every effort to attend special-called

meetings on short notice, but availability is not guaranteed upon 24 hours' notice. If no prior conflict exists, confirmation of attendance will be made as soon as possible.

Alternatively, if approved by the city, the primary attorney may attend meetings and gatherings virtually via teleconference, video conference, screen-sharing, or other.

We utilize our legal assistants to help attorneys track projects and manage deadlines to ensure timely performance and prevent tasks from falling through the cracks.

#### **14. CONFLICT OF INTEREST**

Our evaluation has determined we do not have any conflicts of interest that would preclude us from representing the City of Taft. If ever a conflict arises, we will disclose that to the City Council and provide them with an opportunity to provide guidance on the situation.

#### **15. LEGAL FEES**

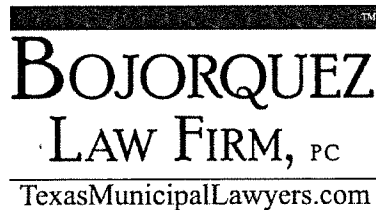
- a. Attorney Assignments:** We strive to assign attorneys to client matters in a way that has the best attorney for the project working in an efficient manner. We do not typically have more than one lawyer attending a meeting at the client's expense. Some teamwork is advantageous to the client depending on the timing and complexity of the matter.
- b. Minimum:** Our smallest increment billed is one-tenth of an hour (.1, or 6 minutes).
- c. Retainers & Minimums:** Typically, we do not require retainers in advance from public entities. We do not charge monthly minimums unless the client negotiates a flat monthly fee.
- d. Estimates:** When asked by a client to provide an estimate of the fees that will be charged for completing a particular task or providing representation on a specific matter, that estimate is an approximation based on the anticipated amount of time and expected degree of difficulty. An estimate is not a guarantee. If a client seeks a flat fee that is a not-to-exceed figure, we can calculate such an amount upon request.
- e. Invoices:** We provide detailed monthly billing statements. Our invoices include only projects requested or authorized by the client. Invoices are submitted after services have been performed. All invoices specifically set forth the services performed, the name of the person performing such services, and the hourly labor charge rate for such person. Payment shall be made by the client within 30 days of receipt of the invoice.
- f. Expenses:** Our firm is to be reimbursed by the client for these standard, customary out-of-pocket expenses incurred in the course of representing the client.

**Postage:** Actual  
**Copies / Scans:** \$.033 / pg  
**Color Copies:** \$1 / pg

**Faxes:** \$1 / pg  
**Mileage:** IRS rate  
**Expenses:** Actual

**g. Hourly Rates:**

Managing Attorney ( <i>Alan Bojorquez</i> ):	\$310.00 per hour
Of Counsel Attorney ( <i>Dottie Palumbo</i> ):	\$275.00 per hour
Senior Associate Attorney:	\$226.00 per hour
Associate Attorney:	\$210.00 per hour
Junior Associate Attorney:	\$200.00 per hour
Municipal Court Prosecutor:	\$191.00 per hour
Consulting City Planner	\$125.00 per hour
Law Clerk	\$113.00 per hour
Paralegal / Legal Assistant:	\$108.00 per hour
Developer Reimbursed Projects:	\$285.00 - \$350.00 per hour
Litigator (Trial Lawyer/Appellate Attorney)	\$285.00 - \$350.00 per hour
Real Estate Acquisition/Eminent Domain	\$285.00 - \$350.00 per hour
Water/Sewer/Utilities Attorney:	\$285.00 - \$350.00 per hour
Intellectual Property Attorney:	\$285.00 - \$350.00 per hour



To schedule an interview or receive more information, please contact:

Krista Evans, Chief Administrative Officer

Phone: (512) 250-0411

[krista@texasmunicipallawyers.com](mailto:krista@texasmunicipallawyers.com)

*This Statement of Qualifications is not a contract. Submittal of this document does not create an Attorney – Client relationship. Our services commence upon mutual execution of our Standard Terms of Engagement. The terms stated herein shall expire in 90 days, unless extended by the Firm, or the Firm is engaged prior to that time.*